

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM311635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Correct Care Solutions, LLC		07/23/2014	LIMITED LIABILITY COMPANY: KANSAS
GEO CARE, LLC		07/23/2014	LIMITED LIABILITY COMPANY: FLORIDA
SALUS, LLC		07/23/2014	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3759650	ERMA	
Registration Number:	3759649	ERMA ELECTRONIC RECORD MANAGEMENT APPLIC	
Registration Number:	3671686	CCS CORRECT CARE SOLUTIONS	
Registration Number:	3761962	ERMA ELECTRONIC RECORD MANAGEMENT APPLIC	
Serial Number:	86193336	SALUS TRANSITIONAL CARE CLINICS	
Serial Number:	86193229	SALUS TRANSITIONAL CARE CLINICS	
Serial Number:	86114319	RISE RESTORING INDIVIDUALS SAFELY AND EF	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		

TRADEMARK

Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39643
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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SIGNATURE:	/pja/
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DATE SIGNED:	07/23/2014
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Total Attachments: 8

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Correct Care Solutions, LLC, a Kansas limited liability company with principal offices at 1283 Murfreesboro Road, Suite 500, Nashville, Tennessee 37217, GEO Care, LLC, a Florida limited liability company with principal offices at One Park Place, Suite 700, 621 NW 53rd Street, Boca Raton, Florida 33487, and Salus, LLC, a Tennessee limited liability company with principal offices at 1283 Murfreesboro Road, Suite 500, Nashville, Tennessee 37217 (collectively, the “Grantors”), hereby grant to Credit Suisse AG, Cayman Islands Branch, as Collateral Agent, with principal offices at Eleven Madison Avenue, New York, NY 10010 (the “Grantee”), a continuing security interest in (i) all of the Grantors’ right, title and interest in, to and under to the United States trademarks, trademark registrations, trademark applications and domain names (the “Marks”) set forth on Schedule I attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement referred to below), including any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS dated as of July 23, 2014 (this "Agreement") is made to secure the payment of all the Obligations of each Grantor, as such term is defined in the Security Agreement among the Grantors, the other grantors from time to time party thereto and the Grantee, dated as of July 23, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to each Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND

IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE FIRST LIEN CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CORRECT CARE SOLUTIONS, LLC,

by



Name: Gerard Boyle

Title: President


Signature Page -
Trademark Security Agreement (First Lien)

[[3482354]]

TRADEMARK
REEL: 005328 FRAME: 0521

SALUS, LLC,

by


Name: Gerard Boyle
Title: President

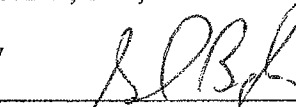
Signature Page -
Trademark Security Agreement (First Lien)

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TRADEMARK
REEL: 005328 FRAME: 0522

GEO CARE, LLC,

By




Name: Gerard Boyle
Title: Vice President

Signature Page -
Trademark Security Agreement (First Lien)

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TRADEMARK
REEL: 005328 FRAME: 0523






CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: BILL O'DALY
Title: AUTHORIZED SIGNATORY

By: 
Name: Sally Reyes
Title: Authorized Signatory

SCHEDULE I

Trademarks

<u>Mark</u>	<u>Status</u>	<u>Country</u>	<u>Registration Number / Application Number</u>	<u>Registration Date / Application Date</u>	<u>Record Owner</u>
ERMA	Registered	United States	3759650	3/16/2010	Correct Care Solutions, LLC
	Registered	United States	3759649	3/16/2010	Correct Care Solutions, LLC
	Registered	United States	3671686	8/25/2009	Correct Care Solutions, LLC
	Registered	United States	3761962	3/23/2010	Correct Care Solutions, LLC
Salus Transitional Care Clinics	Pending	United States	86193336	2/13/2014	Salus, LLC
	Pending	United States	86193229	2/13/2014	Salus, LLC
	Pending	United States	86114319	2/13/2014	GEO Care, LLC